

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION



April 23, 2009

ADDENDUM NO. 2 – TO ALL OFFERORS:

Reference – Request for Proposals: RFP #SCC-09-001-IRD
Services: Virginia Energy Sense Consumer Education and Outreach Program
Dated: 4/1/2009
Proposal Due Date: 4/29/2009, Until 2:00 PM

The above is hereby changed as detailed below and revisions incorporated in red text into the RFP on the following websites: www.eva.virginia.gov and www.scc.virginia.gov

The revised RFP shall be submitted with the offeror's response:

1. The Proposal Due Date referenced on pages 1, 2, 18, 19 and 20 is changed to read (pgs 1 and 2 attached):

“Sealed Proposals Shall Be Received Until 2:00 P.M., May 5, 2009”

2. Reference Section VI, paragraph A -1, *Statement of Needs*, (pg 5) is changed to read:

Develop a detailed project work plan and schedule for implementation **and delivery for the entire five-year period** of the *Virginia Energy Sense* campaign and submit the plan with proposal response. The detailed project work plan and schedule must **include how** all program components, tasks and time frames **will be accomplished** as set forth in Appendix G.

3. Reference Section VI, paragraph G-1 (subparagraphs a-e remain unchanged), *Statement of Needs*, (pg 9) is changed to read:

Develop and implement a comprehensive, stand-alone *Virginia Energy Sense* website with SCC input and approval within six (6) months of the contract award date. **The site shall comply with the Code of Virginia § 2.2-3500. The website shall meet the Web Accessibility Initiative Priority 1 checkpoints for accessibility compliance for state websites. The checklist is available at <http://www.w3.org/TR/WCAG10/full-checklist.html>.** The *Virginia Energy*

Sense website shall contain tabs or links to information on energy efficiency and conservation for the residential, commercial and industrial, and institutional sectors to include the following:

4. Reference Section VI, paragraph L, *Statement of Needs*, (pg 12) is changed to read:

The Offeror shall provide their detailed approach to developing a plan in year four (4) of the five- (5) year campaign that provides the SCC the appropriate level of education that may be required beyond the five-year Virginia Energy Sense campaign to sustain and improve customer awareness. Offeror shall submit their detailed approach to developing the plan with proposal response.

5. Reference Section VII, paragraph A, *Budget Projection* (pg 12) is changed to read:

Provided below are the budget **projections** for the program, **year one (1) total budget amount shall not increase, years two (2) through five (5) are estimated budget projections of which the budget line component cost may increase or decrease based on the SCC's determination and approval, however, the budget projection annual totals shall not be exceeded.** The total **NOT-TO-EXCEED budget projection** for each year covers all related costs, except the Contractor's effort, **that results in a final work product as required by this RFP.** The budget amounts for the program allow traffic/sizing related costs up to and not exceeding 1% per media buy.

6. Reference Section VII, paragraph B, *Budget Projection* (pg 12) is changed to read:

The scope of the items set forth in **the RFP** may change for each subsequent *Virginia Energy Sense* campaign year and budget lines may increase or decrease or be removed completely. **Therefore, the SCC reserves the right to adjust the Contractor's Not-To-Exceed hours stated in Section XV, Pricing Schedule, Appendix F, based on the percent of increase or decrease in the annual campaign budget.** Detailed below for illustrative purposes only are examples of how such changes could affect the Contractor's not-to-exceed hours:

7. Reference Section XVI, paragraph A, *Method of Payment* (pg 31) is changed to read:

The Contractor shall invoice the SCC monthly in arrears for Contractor's effort at the blended hourly rate and any actual cost associated with and resulting in final work products as required in this RFP. The Contractor must provide an itemized invoice with supporting verifiable documentation. The itemized invoice shall break out the total number of hours for Contractor effort by the detailed budget tasks performed, number of associated hours by the position title category (i.e., website development - contractor 20 hours, subcontractor 10 hours, administrative 5 hours, etc.) for each budget line item at the blended hourly rate. Actual costs associated with final work products that are other than the Contractor's effort shall also be itemized on the invoice. The Contractor shall provide supporting documentation that shows the Contractor's actual cost without any mark-up for all advertising purchased. The supporting documentation shall include a copy of the programming schedule and an affidavit that verifies advertisement run date(s) and time(s). For media buys, the Contractor shall provide supporting documentation that includes original invoices received by the Contractor reflecting actual cost to the Contractor, tear or

run sheets (if applicable), and traffic/sizing related costs associated with placing the media buys (if applicable), up to and not exceeding 1% of the applicable media buy.

8. Reference Appendix B, *Offeror Data Sheet*, paragraph 10 (pg 35) is changed to read (see attached revised page 35):

Annual Reports:

- **Provide your most recent three years of certified, audited financial statements with Balance Sheet, Income Statement and Cash Flow Statement with auditor comments and footnotes.**
- **In the event your most recent certified, audited financial statements do not include the current year (2009) financial data, the current year (2009) financial data must be provided even though it may be un-audited.**

9. Reference Section XV, Appendix F - Pricing Schedule (pg 44-46 is revised and replaced in its entirety with the following changes:

Pages 44, 45 and 46 are changed as follows: Position Title is revised to change “Advertising Services/Admin Support to read “**Contractor effort.**”

Page 44, the “Note” at the bottom of the page is changed to read: **The *Not-to-Exceed Hours represents the Contractor’s effort which shall be the maximum proposed hours the Contractor, the Contractor’s staff and any subcontractor or subcontractor staff anticipates to expend that results in services to provide final work products as required by this RFP. Contractor’s effort shall be based on a blended hourly rate for the Contractor, Contractor’s staff and any subcontractor or subcontractor staff that results in labor cost to provide final work products as required by this RFP. The **Contractor effort hourly rate shall be inclusive of all associated costs.**

Page 46 is changed to include the following additional language and table: **The Offeror shall indicate in the table below the position titles and hourly rates that make up the blended hourly rate for the Contractor’s effort.**

Contractor effort blended hourly rate			
Position Title	Contractor Hourly Rate	Subcontractor Hourly Rate	Blended Hourly Rate
Blended Hourly Rate			

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and our or attached to your proposal. Signature on this addendum does not substitute for the signature on the original RFP document. The original RFP document must be signed.

Jim Warren, VCO
Senior Procurement Analyst
State Corporation Commission
Office of Commission Comptroller
1300 E. Main Street, 7th Floor
Richmond, VA 23219
Phone: 804-371-9581

Name of Firm

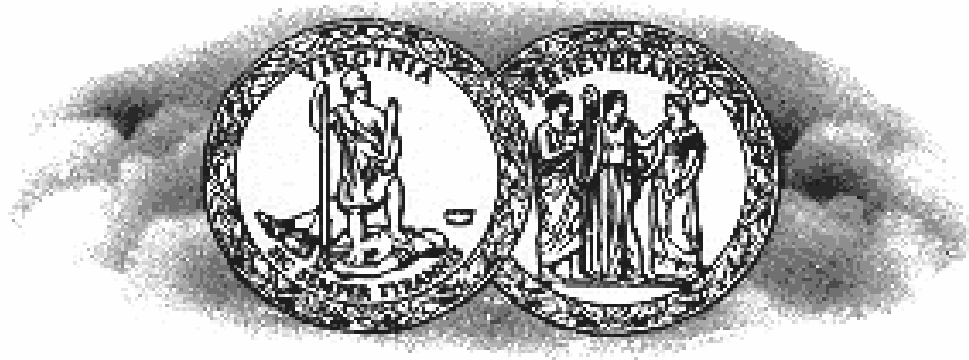
_____/_____
Signature/Title

Date

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Request For Proposals #SCC-09-001-IRD

Virginia Energy Sense Consumer Education and Outreach Program



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: April 1, 2009

Sealed Proposals Shall be Received Until 2:00 P.M., MAY 5, 2009

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

Issue Date: April 1, 2009

RFP #SCC-09-001-IRD

Title: ***Virginia Energy Sense*** Consumer Education and Outreach Program

Commodity Code: 91501 – Advertising Agency Services
91876 – Marketing Consulting

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
OFFICE OF COMMISSION COMPTROLLER
PROCUREMENT OFFICE
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: From Date of Award, for a one (1) Year Term, Four (4) 1-year Renewal Options

Sealed Proposals Will Be Received Until 2:00 p.m., May 5, 2009 For Furnishing the Services Described Herein.

All Inquiries for Information Should Be in Writing and Directed To: Jim Warren, Phone: (804) 371-9581, fax: (804) 371-9836, or e-mail: Jim.Warren@scc.virginia.gov.

IF PROPOSALS ARE MAILED, SEND TO:

Jim Warren, VCO
State Corporation Commission
Office of Commission Comptroller
Procurement Office
PO Box 1197
Richmond, VA 23218-1197

**IF PROPOSALS ARE HAND DELIVERED,
DELIVER DIRECTLY TO:**

Jim Warren, VCO
State Corporation Commission
Office of Commission Comptroller
Procurement Office
Tyler Bldg., 1300 E. Main St., 7th Floor
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Zip Code: _____

FEI/FIN NO.: _____

Telephone Number: (____) _____

FAX No: (____) _____

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Title: _____

E-mail: _____

IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this RFP and any resulting contract:

Contractor – The term “Contractor” refers to the person/firm awarded a contract to provide the services required in this solicitation.

Offeror – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

Education Advisory Committee – The committee is comprised of individual consumers, representatives of electric utilities, state agencies, consumer and environmental groups, the energy services industry, and community-based organizations. The purpose of the committee is to review SCC energy conservation outreach activities (and those of a public relations/advertising/market research firm hired by the SCC in connection with the program), recommend changes or improvements, and monitor the success of achieving program goals.

Shall/Must – As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution.

Until – Up to the time of or before a specified time.

V. OFFEROR QUALIFICATIONS:

The offeror shall have a minimum of three (3) years in business providing the goods or services described herein.

VI. STATEMENT OF NEEDS:

As authorized by the General Assembly, pursuant to § 56-592 et seq. of the *Code of Virginia*, the Contractor shall provide public relations, advertising and market research for the Commonwealth’s *Virginia Energy Sense* Consumer Education and Outreach Program per the following requirements:

A. Detailed Project Work Plan & Schedule

1. Develop a detailed project work plan and schedule for implementation **and delivery for the entire five-year period** of the *Virginia Energy Sense* campaign and submit the plan with proposal response. The detailed project work plan and schedule must **include how** all program components, tasks and time frames **will be accomplished** as set forth in Appendix G.
2. The detailed project work plan must accomplish the following program goals:
 - a. Enable Consumers to Make Informed Choices

- a. Outline simple steps and programs that can be used by smaller commercial operations to save energy, as well as the expected return or payback time.
 - b. Leverage existing communication sources for information on conservation best practices, savings through upgraded facilities, utility company programs, and other energy services for larger commercial and industrial operations.
 - c. Seek partnerships with Virginia colleges and universities offering industrial assessment centers that use faculty and graduate students to conduct energy surveys, assessments and audits.
- 3. Schools and government facilities account for 10 percent of the electric energy consumed in Virginia. Messaging to schools and government facilities shall highlight energy efficiency success stories in Virginia communities.
 - 4. Evaluate and revise messaging as necessary.

G. Website Development and Maintenance

- 1. Develop and implement a comprehensive, stand-alone *Virginia Energy Sense* website with SCC input and approval within six (6) months of the contract award date. **The site shall comply with the Code of Virginia § 2.2-3500. The website shall meet the Web Accessibility Initiative Priority 1 checkpoints for accessibility compliance for state websites. The checklist is available at <http://www.w3.org/TR/WCAG10/full-checklist.html>.** The *Virginia Energy Sense* website shall contain tabs or links to information on energy efficiency and conservation for the residential, commercial and industrial, and institutional sectors to include the following:
 - a. Education materials, including “how-to” tip sheets and frequently asked questions, shall be customized for individual target audiences.
 - b. Interactive sources and video clips to enhance the clarity of information on energy saving tips as well as the implementation of new technologies.
 - c. A comprehensive glossary of terms.
 - d. Links to energy-related issues at the SCC, energy education websites for federal and state agencies, electric utilities, community-based organizations, renewable energy websites, and other energy services and products.
 - e. Ability for consumers to sign up for an electronic newsletter on energy conservation topics, submit questions or request materials.
- 2. Implement the *Virginia Energy Sense* website on an outside server owned or leased by the Contractor. The SCC owns a registered domain name for the site. The SCC's web team shall be extended access rights to the outside server to review, test and approve. At the conclusion of the contract, the website shall be transferred to an SCC server or other location as determined by the SCC.

their web pages, newsletter copy and other materials that promote general awareness of energy conservation.

4. Energy Education in Schools - Assist the SCC in establishing partnerships and support of programs that enable the program to play a key role in enhancing energy education courses for school-aged children in Virginia.
 5. Expand outreach activities, apply best practices and lessons learned in previous year.
- L. Future Consumer Education and Outreach

The Offeror shall provide their detailed approach to developing a plan in year four (4) of the five- (5) year campaign that provides the SCC the appropriate level of education that may be required beyond the five-year *Virginia Energy Sense* campaign to sustain and improve customer awareness. Offeror shall submit their detailed approach to developing the plan with proposal response.

VII. BUDGET PROJECTION:

- A. Provided below are the budget **projections** for the program, **year one (1) total budget amount shall not increase, years two (2) through five (5) are estimated budget projections of which the budget line component cost may increase or decrease based on the SCC's determination and approval, however, the budget projection annual totals shall not be exceeded.** The total **NOT-TO-EXCEED** budget projection for each year covers all related costs, except the Contractor's **effort, that results in a final work product as required by this RFP.** The budget amounts for the program allow traffic/sizing **related costs up to and not exceeding 1% per media buy.**

Budget Projection

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Research	\$180,000	\$150,000	\$135,000	\$100,000	\$70,000	\$635,000
2. Info. Materials	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$450,000
3. Grassroots Outreach	\$100,000	\$200,000	\$200,000	\$200,000	\$100,000	\$800,000
4. Public Relations	\$100,000	\$125,000	\$100,000	\$100,000	\$100,000	\$525,000
5. Website	\$200,000	\$150,000	\$50,000	\$50,000	\$50,000	\$500,000
6. Ad. Production	\$150,000	\$225,000	\$400,000	\$335,000	\$100,000	\$1,210,000
7. Advertising	\$0	\$450,000	\$1,800,000	\$1,500,000	\$450,000	\$4,200,000
Totals	\$830,000	\$1,400,000	\$2,785,000	\$2,385,000	\$920,000	\$8,320,000

- B. The scope of the items set forth in **the RFP** may change for each subsequent *Virginia Energy Sense* campaign year and budget lines may increase or decrease or be removed completely. **Therefore, the SCC reserves the right to adjust the Contractor's Not-To-Exceed hours stated in Section XV, Pricing Schedule, Appendix F, based on the percent of increase or decrease in the annual campaign budget.** Detailed below for illustrative purposes only are examples of how such changes could affect the Contractor's not-to-exceed hours:

XVI. METHOD OF PAYMENT:

- A. The Contractor shall invoice the SCC monthly in arrears for Contractor's effort at the blended hourly rate and any actual cost associated with and resulting in final work products as required in this RFP. The Contractor must provide an itemized invoice with supporting verifiable documentation. The itemized invoice shall break out the total number of hours for Contractor effort by the detailed budget tasks performed, number of associated hours by the position title category (i.e., website development - contractor 20 hours, subcontractor 10 hours, administrative 5 hours, etc.) for each budget line item at the blended hourly rate. Actual costs associated with final work products that are other than the Contractor's effort shall also be itemized on the invoice. The Contractor shall provide supporting documentation that shows the Contractor's actual cost without any mark-up for all advertising purchased. The supporting documentation shall include a copy of the programming schedule and an affidavit that verifies advertisement run date(s) and time(s). For media buys, the Contractor shall provide supporting documentation that includes original invoices received by the Contractor reflecting actual cost to the Contractor, tear or run sheets (if applicable), and traffic/sizing related costs associated with placing the media buys (if applicable), up to and not exceeding 1% of the applicable media buy.
- B. Invoices shall be submitted to:
State Corporation Commission
Information Resources Division (IRD)
P.O. Box 1197
Richmond, VA 23218

XVII. APPENDICES:

- Appendix A – Small, Women-Owned, and Minority-Owned Businesses
Appendix B – Offeror Data Sheet
Appendix C – Standard Contract Example
Appendix D – W-9 Request for Taxpayer Identification Number and Certification
Appendix E – Directions to the Tyler Building
Appendix F – Pricing Schedule
Appendix G – Virginia Energy Sense Consumer Education and Outreach Timeline

APPENDIX B – OFFEROR DATA SHEET

(To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview:

1. Years in business: Indicate the length of time you have been in business providing this type of service:
_____years _____months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability.
6. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
7. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
8. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

Financial Information:

9. Dun and Bradstreet: Provide a comprehensive Dun and Bradstreet Report of your company's financial information.
10. Annual Reports:
 - **Provide your most recent three years of certified, audited financial Statements with Balance Sheet, Income Statement and Cash Flow Statement with auditor comments and footnotes.**
 - **In the event your most recent certified, audited financial statements do not include the current year (2009) financial data, the current year (2009) financial data must be provided even though it may be un-audited.**

APPENDIX F – PRICING SCHEDULE

The Contractor shall provide the services for delivery of the final work product as detailed in this RFP, within the budgeted amount and at the proposed **NOT-TO-EXCEED** number of hours and rates indicated below:

1. Year One

Component	Budget	Position Title	*Not-To-Exceed Hours	**Blended Hourly Rate	Total
Research	\$180,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$100,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$200,000.00	Contractor effort			
Ad. Production	\$150,000.00	Contractor effort			
Advertising	\$0.00	Contractor effort	0	0	0
TOTALS					

2. Year Two

Component	Budget	Position Title	*Not-To-Exceed Hours	** Blended Hourly Rate	Total
Research	\$150,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$200,000.00	Contractor effort			
Media/Public Relations	\$125,000.00	Contractor effort			
Website	\$150,000.00	Contractor effort			
Ad. Production	\$225,000.00	Contractor effort			
Advertising	\$450,000.00	Contractor effort			
TOTALS					

Note: The *Not-to-Exceed Hours represents the Contractor's effort which shall be the maximum proposed hours the Contractor, the Contractor's staff and any subcontractor or subcontractor staff anticipates to expend that results in services to provide final work products as required by this RFP. Contractor's effort shall be based on a blended hourly rate for the Contractor, Contractor's staff and any subcontractor or subcontractor staff that results in labor cost to provide final work products as required by this RFP. The **Contractor effort hourly rate shall be inclusive of all associated costs.

Appendix F Continued – Pricing Schedule

3. Year Three

Component	Budget	Position Title	*Not-To-Exceed Hours	** Blended Hourly Rate	Total
Research	\$135,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$200,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$50,000.00	Contractor effort			
Ad. Production	\$400,000.00	Contractor effort			
Advertising	\$1,800,000.00	Contractor effort			
TOTALS					

4. Year Four

Component	Budget	Position Title	*Not-To-Exceed Hours	** Blended Hourly Rate	Total
Research	\$100,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$200,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$50,000.00	Contractor effort			
Ad. Production	\$335,000.00	Contractor effort			
Advertising	\$1,500,000.00	Contractor effort			
TOTALS					

Appendix F Continued – Pricing Schedule

5. Year Five

Component	Budget	Position Title	*Not-To-Exceed Hours	** Blended Hourly Rate	Total
Research	\$70,000.00	Contractor effort			
Info Materials	\$50,000.00	Contractor effort			
Grassroots Outreach	\$100,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$50,000.00	Contractor effort			
Ad. Production	\$100,000.00	Contractor effort			
Advertising	\$450,000.00	Contractor effort			
TOTALS					
GRAND TOTAL Contractor effort for all five years					

Hourly Rate: The Offeror shall indicate in the table below the position titles and hourly rates that make up the Contractor's effort blended hourly rate.

Contractor effort blended hourly rate			
Position Title	Contractor Hourly Rate	Subcontractor Hourly Rate	Blended Hourly Rate
Blended Hourly Rate			